TENDER DOCUMENT- KW2

BRUHAT BANGALORE MAHANAGARA PALIKE
(B.B.M.P)

TENDER DOCUMENT FOR "	Operation and Maintenance of street lighting system in Mangammapalya ward no-223 and Kudlu ward no-225 Package B12 of Bommanahalli Zone. (From 01/04/2024 to 31/07/2024).
TYPE OF TENDER	TWO COVER
TENDER NOTIFICATION NO AND DATE	: BBMP/EE/ELE/BHZ/TEND/01/2023-24 Dated : 31/01/2024
PACKAGE NAME	**:** Operation and Maintenance of street lighting system in Mangammapalya ward no-223 and Kudlu ward no-225 Package B12 of Bommanahalli Zone.(From 01/04/2024 to 31/07/2024).
ESTIMATE COST(Rs.in Lakhs)	: 36.00
TENDER DOCUMENT AVAILABLE FROM	: 02/02/2024
LAST DATE AND TIME FOR SUBMISSION TENDERS	: 12/02/2024 at 16.00 hrs
TIME AND DATE OF OPENING OF TECHNICAL TENDERS	: 14/02/2024 at 11.00 hrs
TIME AND DATE OF OPENING OF FINANCIAL TENDERS	: 17-02-2024 at 16.00 hrs

Executive Engineer

(Electrical)

BRUHAT BANGALORE MAHANAGARA PALIKE

Tender For The Work of Operation and Maintenance of street lighting system in Mangammapalya ward no-223 and Kudlu ward no-225 Package B12 of Bommanahalli Zone. (From 01/04/2024 to 31/10/2024).

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Executive Engineer (Ele)
Bommanahalli Zone
Bruhath Bangalore Mahanagara Palike

BRUHAT BANGALORE MAHANAGARA PALIKE

BBMP/EE/ELE/BHZ/TEND/01/2023-24

Office of the Executive Engineer (Ele),
Bommanahalli Zone, Begur main road
Bommanahalli, Bangalore-68
Bruhat Bangalore Mahanagara Palike.
Dated: 31-01-2024

INVITATION FOR TENDER (IFT)
(Short Term/Two Cover)
(Through KPP Portal only)

1. Executive Engineer (Ele), Bommanahalli Zone, invites Tenders in accordance with KTPP rules 2000, from eligible contractors registered in Bruhat Bangalore Mahanagara Palike/KPWD/CPWD/Railways/MES/National Highway or any other equivalent central/state government organizations on behalf of the commissioner, BBMP for Electrical work as detailed in the table. The bidders may submit their bids for works given in the table below through KPPP portal of the Government of Karnataka **(viz** https://kppp.karanataka.gov.in**)**. The bidders are advised to note the minimum qualification criteria specified in clause-3 of the ITT to qualify for award of the contract.

2. a. Tender documents may be downloaded from the kpp portal from **02-02-2024.**

b. Tenders must be submitted online through the kpp portal on or before **12-02-2024 by 16:00 hrs.**

c. The technical bids will be opened on **14-02-2024** at **11:00 hrs**.

d. The financial bids will be opened on **17-02-2024** at **16:00 hrs**.

e. Tenders must be accompanied by earnest money deposit specified for the work in the Table below. Earnest money deposit will have to be submitted online through web site http://kppp.karnataka.gov.in

f. Tenders shall be opened on the web site http://kppp.karnataka.gov.in in the office of the Executive Engineer (Ele.), Bommanahalli Zone, BBMP Bangalore.

g. Aspiring bidders / contractors who have not registered in kpp portal should be registered before participating in this tender.

h. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.

i. All the information required for the bid must be uploaded in kpp portal only.

j. For details of registration and e-payment of EMD, visit GOK kppp website http://kppp.karnataka.gov.in or contact kpp helpdesk at 080-25501216, 25501227.

k. Tenderer are subjected to the provisions of KTPP (Amendment) Rules 2017 and selected works in Randomization shall be reserved for participation by tenderers belonging to the scheduled castes & scheduled tribes.

Sd/-
Executive Engineer (Ele.)
Bommanahalli Zone
Bruhat Bangalore Mahanagara Palike

Sl No	Ward No	Name of the Work	Approx Value of work (In Lakhs)	Earnest Money Deposit (Rs.)	Cost of document (Rs.)	Period of completion	Class of Contract
1	202&203	Operation and Maintenance of street lighting system in Uttarahalli ward no-202, and Subramanyapura ward no-203, Package B1 of Bommanahalli Zone.	30.00	60,000.00	As per KPP portal	120 Days	KCEI/ KPWD
2	204&205	Operation and Maintenance of street lighting system in Vasanthpura ward no-204, and Yelchenahalli ward no-205 Package B2 of Bommanahalli Zone.	32.25	64,500.00	As per KPP portal	120 Days	KCEI/ KPWD
3	206&207	Operation and Maintenance of street lighting system in Konankunte ward no-206, and R B I Layout ward no-207 Package B3 of Bommanahalli Zone.	31.00	62,000.00	As per KPP portal	120 Days	KCEI/ KPWD
4	208&209	Operation and Maintenance of street lighting system in Anjanapura ward no-208, and Gottigere ward no-209,Package B4 of Bommanahalli Zone.	35.00	70,000.00	As per KPP portal	120 Days	KCEI/ KPWD
5	210&211	Operation and Maintenance of street lighting system in Kalena Agrahara ward no-210 and Begur ward no-211, Package B5 of Bommanahalli Zone.	34.00	68,000.00	As per KPP portal	120 Days	KCEI/ KPWD
6	212&224	Operation and Maintenance of street lighting system in Naganathpura ward no-212, and Hosa road ward no-224 Package B6 of Bommanahalli Zone.	36.00	72,000.00	As per KPP portal	120 Days	KCEI/ KPWD
7	213&214	Operation and Maintenance of street lighting system in Jaraganahalli ward no-213 and Puttenahalli ward no-214Package B7 of Bommanahalli Zone.	32.00	64,000.00	As per KPP portal	120 Days	KCEI/ KPWD
8	215&216	Operation and Maintenance of street lighting system in Bilekahalli ward no-215 and Hulimavu ward no-216 Package B8 of Bommanahalli Zone.	30.00	60,000.00	As per KPP portal	120 Days	KCEI/ KPWD

9	217&218	Operation and Maintenance of street lighting system in Kodichikkanahalli ward no-217 and Bommanahalli ward no-218 Package B9 of Bommanahalli Zone.	26.00	52,000.00	As per KPP portal	120 Days	KCEI/ KPWD
10	219&220	Operation and Maintenance of street lighting system inHongasandra ward no-219 and Gharvebhavi palya ward no-220Package B10 of Bommanahalli Zone.	30.00	60,000.00	As per KPP portal	120 Days	KCEI/ KPWD
11	221&222	Operation and Maintenance of street lighting system in Hsr layout ward no-221 and Ibblur ward no-222 Package Package B11 of Bommanahalli Zone.	32.00	64,000.00	As per KPP portal	120 Days	KCEI/ KPWD
12	223&225	Operation and Maintenance of street lighting system in Mangammapalya ward no-223 and Kudlu ward no-225 Package B12 of Bommanahalli Zone.	36.00	72,000.00	As per KPP portal	120 Days	KCEI/ KPWD

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Executive Engineer (Elec.)
Bommanahalli Zone
Bruhat Bangalore Mahanagara Palike

Tender Terms & Conditions.

1. Qualifying requirements: The tenderer shall have a valid Electrical Inspectorate License and also to be a registered electrical contractor of Appropriate class with Bruhat Bangalore Mahanagara Palike /KPWD/CPWD/Railways/MES/National Highway or any other equivalent central/state government organizations. A copy of the valid electrical license shall be uploaded.

2. The Tenderer shall furnish documents like work completion certificate duly certified by the Competent Authority not below the Rank of Executive Engineer, turnover certificate issued by charted accountant with minimum of turnover not less than the amount put to tender for two years between 2018-19 To 2022-23 along with Technical Bid as per the Bid document KW2 in accordance with prevailing rules.

3. The work completion Certificate shall specify the nature of work, items and quantity of work executed and the date of completion of work as detailed in Tender Documents.

4. The Tenderer shall upload the valid and present Certificate copies of PAN & GST NO.

5. The tenders will be opened on the due date and time of opening as indicated in the tender document.

6. It is stipulated that, if "The rate/amount quoted by the Bidder is less than the rate/amount of the amount put to tender, such bidder shall remit the Difference Amount through such means as prescribed by prevailing rules of government of Karnataka, in favor of Executive Engineer (Ele) Bommanahalli Zone at the time of Agreement. This Difference Amount will be returned after satisfactory completion of the work without Interest. Failure to comply with this condition, the tender shall be rejected".

7. It is Stipulated that, For any Specialized work or other works to be specified or as per prevailing rules, Intending tenderer shall have required work qualification of **"Executing similar nature of single work of 50% of Estimate value of this work, involving execution of specified items of work as per Schedule-B"** and as proof tenderer shall upload work done certificate issued by officer not below the rank of Executive Engineer in accordance with financial limits of tenders.

8. As per the Standard tender document and also Commissioner order No: CE(TVCC&PPED)PR/18/2012-13 Dated:19/01/2013 the bidder shall remit 5% of Security deposit through such means as prescribed by prevailing rules of government of Karnataka, in favor of Executive Engineer (Ele) Bommanahalli zone at the time of agreement.

9. The tenderer may obtain further clarifications/information in respect of the tender documents at the office of **The Executive Engineer – Electrical, Bommanahalli zone, Begur main road,Bommanahalli Bangalore – 560 068.**

10. Bidders shall note that the applicable GST shall be paid along with work bill on tender approved rates of items whose estimate rates are based on Common SR -2023-24 & Approved rates, as per Govt Order No-PWS 65 RDF 2017, Dtd:11-10-2018 , extra 18% GST shall not be payable on items of works whose rates are based on Data rates or previous KPWD SR rates.

11. The tender accepting authority shall have the power to accept or reject any tender without assigning any reason thereof.

12. While carrying out electrical works the tenderer shall carry out the works through qualified personnel & in consultation with BESCOM for line clearance etc. In the event of any mishap or accident tenderer is held solely responsible and shall indemnify BBMP in this regard.

13. The Fittings & other accessories proposed to be used in the work shall be got approved by the competent authorities before taking up the work. The indicated quantities are subject to variation as per prevailing rules.

14. Tenderer should posses /own required tools ,Equipment, special vehicles as specified in tender document in his/his firm name and shall submitte copies of appropriate documents along with Techical Bid or submit original document along with agreement failing which the tender shall be rejected.

15. The contractors shall produce original, registration pass book at the time of agreement & the entries will be made in such pass book.

16. The contractors black listed in Govt/Quasi/Govt/Boards/BBMP etc., are not eligible to participate in this tender, if any the tenders of such tenderer shall be rejected.

17. No Joint Venture/Consortium is permissible.

18. Conditional Tenders will not be accepted.

19. The Contractor has to make own arrangements for procurement of all materials required for the work. There is no departmental supply of materials. Contractor should procure materials with BIS or other relevant standards & obtain necessary quality control certificates from authorized quality control authority.

20. Sub-letting of work is prohibited.

21. Any Corrigendum/Modification will be notified in the Kpp portal.

22. As per Government order No. LD 300/LET/2006, Dt: 18-07-2007 1% of the bill amount will be deducted and remitted to Karnataka State Building & Other Construction Employees Welfare Board.

23. Necessary Taxes and other deductions shall be deducted from contractors Bills.

24. The successful bidder has to execute an agreement with BBMP with in stipulated period, failing which his tender shall be rejected.

25. The work shall be commenced with all earnestness as notified, failing which, it shall be presumed that the tenderer is not interested in the work and action shall be taken to get the work executed through alternate agency at the risk and cost of the tender.

26. The BBMP reserves the right to accept/reject any or the entire tender's

without assigning any reasons.

- **a.** Any other details regarding the works & other information can be obtained from the above office during office hours.
- **b.** Tender documents may be download from the Website https://kppp.karnataka.gov.in

27. Notwithstanding anything contained herein, prevailing rules of GOK and clauses of appropriate standard tender documents shall also applicable along with conditions specified herein.

28. The Tender of successful bidder shall be rejected if,

- **a.** Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
- **b.** Record of poor performance such as abandoning the works, not properly completing the Contract, inordinate delays in completion, litigation history, or financial failure etc.:and/or
- **c.** Participated in the previous tender for the same work and had quoted Unreasonably high / low Tender prices and could not furnish rational justification.

29. The tenderers shall note that, In Labour / Manpower oriented Items of any of the above tender, If " The rate quotes by the tenderer is less than stipulated schedule rates, such tenders shall be rejected."

30. The Successful Tender shall obtain approval From BESCOM / KPTCL / CEIG as necessary for arranging Electrical power supply However necessary deposit amount shall be paid by the department.

31. Successful tenderer shall note that applicable GST shall be paid along with work bill on tender approved rates of Items whose Estimate rates are based on KPWD (Electrical) SR 2019-20 i.e Part B Items. Extra GST shall not be payable on the Items whose Estimate rates are based on DATA rates or Previous KPWD SR Rates.

32. Relaxation in qualifying requirement and performance security etc, is admissible to tenderers of reserved category works in accordence with the provisions of KTPP (Amendment) Rules 2017.

33. Bidders for the reserved category works shall upload relevent caste certificate and domicile certificate issued by competent authority along with the bid, failing which the tender shall be rejected.

34. Bidders to note that, If the rates quoted for any item/items is/are unreasonably varying in comparission with the estimated rates by + (High) / - (less) 25% (Twenty five percent) , then Employer reserves the right to Rationalise entire tender quoted rates in accordence with overall quoted tender premium which shall be binding on the tenderer, failing which the tender shall be rejected.

35. The tenderer after becoming succesfull bidder if elected to withdraw from the tender then, EMD submitted by him for the subject work shall be forfited and his bid shall be rejected .Further he shall not be eligible to participate in the future tender for the same work.

36. The tenderer shall ensure his eligibility to participate in the tender as per specified tender qualification criteria , Submitting tender without possessing minimum required tender qualification as per tender document shall lead to forfiture of EMD submitted by him for the subject work and his bid shall be rejected .

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Executive Engineer (Elec.)
Bommanahalli Zone
Bruhat Bangalore Mahanagara Palike

Copy to:

1. Copy Submitted to the Worshipful Mayor for kind information.
2. Copy Submitted to the Worshipful Deputy Mayor for kind information.
3. Copy Submitted to the Chairman SC Works (Ward Level) for kind information.
4. Copy Submitted to the Chief Commissioner for kind information.
5. Copy Submitted to the Zonal Commissioner for kind information.
6. Copy submitted to the Spl. Commissioner (Project) for kind information.
7. Copy submitted to the Engineer-In-Chief, for kind information.
8. Copy submitted to the Addl./Joint Commissioner (Bommanahalli Zone) for kind information.

9. Copy to the Chief Engineer (Bommanahalli Zone) for kind information.
10. Copy to the Deputy Secretary to Government, Urban development Department and State Tender Bulletin Officer for kind information and to publish in State tender bulletin.
11. Copy to the Public relation officer, BBMP for kind information and to publish in Leading Newspapers.
12. Copy to the information officer, BBMP for kind information and to publish in Website Along with soft copy.
13. Copy to the DCF (Bommanahalli Zone) BBMP for kind information.
14. Notice board.
15. Office copy.

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Executive Engineer (Elec.)
Bommanahalli Zone
Bruhat Bangalore Mahanagara Palike

SECTION - I

Instructions to Tenderers (ITT)

1.0 Scope of Tender

1.1 Executive Engineer (Ele) BOMMANHALLI ZONE, invites Tenders in accordance with KTPP rules 2000, From eligible tenderers, for the work of **Operation & Maintenance and repairs of street lights in Bommanahalli**

Zone.of BBMP as detailed in Appendix "B . The tenderers may submit tenders for any or all of the works detailed in Appendix "B.

2.0 Eligible Tenderers

2.1 The Bidder shall have a valid Electrical Inspectorate License and shall be a registered electrical

Contractor of appropriate class with Bruhat Bangalore Mahanagara Palike / KPWD/ CPWD/ Railways/ MES/BDA/any other equivalent state/central government organisation in India. A copy of the 'valid Electrical license' shall be furnished along with the bid.

2.2 Tenderers shall not be under declaration of ineligibility for corrupt and fraudulent practices

Issued by the Government of Karnataka

2.3 Tenders from Joint ventures are not acceptable.

3.0 Qualifying Criteria:

a) The Bidder shall have a valid Electrical Inspectorate License and Shall be a registered electrical contractor of appropriate class with Bruhat Bangalore Mahanagara Palike/ KPWD/CPWD/Railways/MES/BDA/any other equivalent state/central government organisation in India. A copy of the 'valid Electrical license' shall be furnished along with the bid.

b) To qualify for award of this contract, each tenderer in his name should have Turnover in the **last five years (i.e.** 2018-2019 to 2022-2023**) achieved in atleast two financial years an average annual financial turnover of not less than the estimated cost of the work.**

c) The Bidder should have satisfactorily completed AS A PRIME CONTRACTOR single work of "**04-months period work of Operation and Maintenance of street lights" or "Single work of installation of New street lights" of value not less than 50 % (Fifty percent) of ESTIMATED VALUE OF THE tender ie 18.00 lakhs in any one of the previous five financial years (i.e.** 2018-2019 to 2022-2023**)**. in BBMP/KPWD/CPWD/Railways/MES/BDA/any other equivalent state/central government organizations in India. As a proof, the Bidder shall upload performance certificate issued by the officer not below the rank of Executive Engineer of the organization for which the contract has been executed, indicating the satisfactory performance of the street lighting system.

d) The Bidder shall have availability of jeep mounted with ladder and GPS equipment for day-to-day work of maintenance by owning the required one jeep with insulated alluminium ladder for each Package. The ownership shall be in the name of the individual/ firm. The bidder shall upload the relevant documents along with technical bid **OR** original documents shall be submitted at the time of agreement for each package separately. Further, the date of **manufacture of vehicle shall be on / after, 1st April 2010.**

e) The Bidder shall register with labour department, Employees provident fund (EPF), and Employees state insurance (ESI). If exempted from registering under EPF and ESI, for the same an affidavit shall be submitted. The entire relevant documents shall be produced before executing agreement, failing which the tender shall be rejected.

f) The Bidder shall upload scanned copies of PAN Card, GST registration certificate along with technical bid.

g) Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*2.5 - B)

Where

A = Maximum value of works executed in any one year during the last five years (updated to 2022-23 price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at 2022-23 price level, of existing commitments and on-going works to be completed during the next 4 Months years (period of completion of the works for which Tenders are invited)

4.0 Tender document

The Tender document consists of :

I Technical Bid:

i. Section - 1 : Tender notification (IFT)
ii. Section - 2 : Instructions to Tenderers(ITT)
iii. Section - 3 : General conditions of contract (GCC)
iv. Documents/Schedules to be furnished by the bidder
    a. Form of Tender
    b. Letter of confirmation of Pre- tender visit
    c. Qualification Information
    d. Letter of Acceptance
    e. Notice to proceed with the work.
    f. Agreement form.
    g. Reporting formats for O & M of Street light systems.
    h. Guidelines for Numbering of Street Lighting Pole.

v. Appendix- A: Data sheet on the existing street light systems of BBMP in Bommanahalli Zone proposed to be covered under this tender
vi. Appendix B : Details of Packages and EMD for each Package.
vii. Appendix C : Staff/man Power deployment and office Structure for each package.

II Financial bid – incorporating 'Schedule-B' (Schedule of rates)

5.0 Tender prices.

5.1 The contract shall be for the complete works. The Bidder shall complete the Tender and the price Schedule indicated in part II '**Schedule-B'** furnished in the Tender documents. The prices shall be separately indicated for operation and maintenance of street lighting systems including supply and replacement of damaged/failed components, painting and numbering of poles, switching ON/OFF of the street lights, preparation of data bank of street lights, Tree leaves Trimming around fittings, routine maintenance, furnishing maintenance reports and energy monitoring reports, etc., complete with as detailed in the tender documents for various types of street light systems as detailed below.

I. Poles with general lighting service lamps (GLS)
II. Poles with 36/40 W fluorescent tube lights complete with luminaries, lamps, control gear and all accessories
III. Poles with 250 W HPSV lamps complete with luminaries, lamps, control gear and all accessories
IV. Poles with 125 W HPMV lamps complete with luminaries, lamps, control gear and all accessories
V. Poles with 250 W HPMV/CFL lamps complete with luminaries, lamps, control gear and all accessories
VI. Poles/high mast lighting systems with 250 W MH lamps complete with

luminaries, lamps, control gear and all accessories

VII. Poles/high mast lighting system with 400 W HPSV lamps complete with luminaries, lamps, control gear and all accessories

VIII. Poles/high mast lighting system with 400 W metal halide lamps complete with luminaries, lamps, control gear and all accessories

IX. Automatic controllers and associated equipment

X. Poles with LED Fitting complete with drivers, LED's, Electrical gadgets and all accessories

5.2 Items of Works for which no rate or price has been entered in will not be paid for by the BBMP and shall be deemed covered by other rates and prices in the Contract.

5.3 All duties, taxes, and other levies shall be payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Bidder.

5.4 The tenderer shall ensure his eligibility to participate in the tender as per specified tender qualification criteria , Submitting tender without possessing minimum required tender qualification as per tender document shall lead to forfieture of EMD submitted by him for the subject work and bid shall be rejected .

6.0 Validity of tenders:

The Tenders shall be valid for a period of **180 days** from the date of opening. Tenders valid for a shorter period are liable for rejection by BBMP without any correspondence in this regard.

In exceptional circumstances, prior to expiry of the original time limit, BBMP may request the Bidders to extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing. However, EMD of bidders who may refuse to extend the validity period shall not be forfeited. A Bidder agreeing to the request shall not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension.

7.0. **Earnest Money Deposit (EMD)**:

All the bids must be accompanied by an EMD amount indicated in IFT/Appendix-B for each package, which has to be paid online through KPPP Portal.

8.0 Pre-tender site visit:

As these works will be taken up at different places in different wards, to acquaint with the scope of work and area etc., and also to assess the quantities of work involved (number of circuits, quantity of poles, luminaries and lamps, etc.) as part preparatory phase of tender, the bidder in his own interest and at his cost is advised to visit these places. After the pre-tender site survey, the bidder shall provide the proof of such a visit in written format enclosing the details. BBMP considers such pre-tender site survey is important step in understanding the scope of work, assessing the quantity of work and acquaintance of the area etc. The bidder shall furnish confirmation of visit made to site

prior to submitting the tenders as specified in section 3 formats (Package Area Map is appended for reference)

9.0 Tender documents may be download from the Website www.KPPP.karnataka.gov.in

10.0 The Bidder may obtain further clarifications/information in respect of the tender document from the Office of the Executive Engineer(Ele.) Bommanahalli Zone, BBMP during office hours.

11.0 BBMP is not responsible for not getting internet connection while downloading / uploading the Electronic bids/ documents.

12.0 The bids shall be strictly as per the formats and terms and conditions specified in the tender Documents. Lump sum tenders will not be considered. Separate tenders shall be submitted for Each package.

13.0 BBMP reserve the right to cancel or withdraw or modify the bid without assigning any reasons. Such decision shall not incur any liability whatsoever on the part of BBMP consequently.

14.0 Deadline for submission of tender:
Tenders must be submitted online through KPPP Portal within the due date for submission as mentioned in the KPPP Portal (viz.., www.KPPP.karnataka.gov.in .) BBMP at its discretion may review the various terms and conditions of tender and extend the deadline for submission of tenders by issuing an amendment in KPPP Portal.

15.0 Tenders must be electronically submitted (on-line though internet) within the due date and time Published in KPPP Portal. Tenders shall be opened at prescribed time and date in the KPPP Portal, in the presence of the Bidders who wish to attend at the Office of the Executive Engineer(Ele.), Bommanahalli Zone BBMP.

16.0 The Bidders are required to upload both technical bids and financial bids through KPPP Portal only.

17.0 The bids shall be opened on the due date and time of opening as indicated in the KPPP Portal.

18.0 Rejection of tenders:-

18.1 BBMP reserves the right to accept or reject any Tenders, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without assigning any reasons, thereby without Incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the BBMP's action.

18.2 Bidders to note that, If the rates quoted for any item/items is/are unreasonably varying in comparission with the estimated rates by + (High) / - (less) 25% (Twenty five percent) , then Employer reserves the right to Rationalise entire tender quoted rates in accordence with overall quoted tender premium which shall be binding on the tenderer, failing which the tender shall be rejected.

18.3 The tenderer after becoming succesfull bidder If elected to withdraw from the tender then, EMD submitted by him for the subject work shall be forfited and his bid shall be rejected .Further he shall not be eligible to participate in the future 2 successive tender for the same nature of work.

19.0 Further, BBMP reserves the right to reject any Tender if,

a) At any time, a material misrepresentation is made or discovered
b) The bidder does not respond promptly and diligently to requests for supplemental information Required for evaluation of the tender.

20.0 Tenders which are not compliant with the tendering conditions and tenders with incomplete information shall be liable for rejection.

21.0 Any tender not containing sufficient descriptive material to describe accurately the qualification information may be treated as incomplete and hence liable to be rejected.

22.0 Oral statements made by the bidder at any time regarding the quality, quantity or any other matter will not be considered.

23.0 The tenders will be opened by the 'Engineer/Authority of BBMP', in the presence of the bidders or his authorised agents (who would have taken prior permission of BBMP in writing for deputing of such authorised person).

24.0 Examination of Tenders and determination of responsiveness

24.1 Prior to the detailed evaluation of Tenders, BBMP will determine whether each Tender;

(a) has been properly submitted and
(b) is substantially responsive to the requirements of the Tender documents.

24.2 A 'substantially responsive' Tender is the one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one,

(a)which affects in any substantial way the scope, quality, or performance of the operation & maintenance contract;

(b) which limits in any substantial way, inconsistent with the Tender documents, the BBMP's rights or the Tenderer's/Bidder's obligations under the Contract; or

(c) Whose rectification would affect unfairly the competitive position of other Tenderer's /Bidder's presenting 'substantially responsive' Tenders.

24.3 If a Tender is not 'substantially responsive', it will be rejected by the BBMP, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

25.0 Correction of errors

25.1. Tenders determined to be substantially responsive will be checked by BBMP for any arithmetic Errors. Errors will be corrected by BBMP as follows:

(a) Where there is a discrepancy between the 'rates' in 'figures and in words', the lower of the two will govern; and

(b) Where there is a discrepancy between the 'unit rate' and the 'item total' resulting from multiplying the 'unit rate' by the quantity, the 'unit rate' as quoted will govern.

25.2 The amount stated in the Tender will be adjusted by the BBMP in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance.

25.3 Tenders not complying with these conditions are liable for rejection.

26.0 Process of Tender for technical evaluation

(a) The bidder should have met the pre-qualifying requirement (both financial & technical) as specified in **clause no. 3 of Tender ITT** of the Tender document.

(b) The Tender submitted shall be as per all the terms, conditions and technical specifications indicated in the Tender document.

Process to be confidential

(c) Information relating to the examination, clarification, evaluation and comparison Tenders and recommendations for the award of contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award of work to the successful Bidder has been announced. Any effort by a Bidder to influence BBMP's processing of Tenders or award of decisions may result in rejection of his Tender.

27.0 Evaluation and comparison of Tenders

27.1 The BBMP will evaluate and compare only the Tenders determined to be 'substantially responsive as detailed earlier.

27.2 In evaluating the Tenders, the BBMP will determine for each Tender the evaluated Tender Price

by adjusting the Tender Price as follows:

a) making any correction for errors pursuant to **Clause 25 (Correction of errors**); and
b) making appropriate adjustments to reflect discounts or other price modifications offered

27.3 The BBMP reserves the right to accept or reject any variation, deviation, or alternative offer and other factors which are in excess of the requirements of the Tender document.

27.4 The substantially responsive tender with lowest evaluated total price will be considered for award of contract as per the Terms and conditions of the Contract.

28.0 Disqualifying tenders

Bidder should upload the Tender documents as per the instructions and specification mentioned in the e-proc portal, failing which the tender shall be disqualified.

29.0 Award of Contract

The BBMP will award the Contract to the Bidder whose Tender has been determined to be substantially responsive to the terms and conditions of Tender documents and who has offered the lowest evaluated Tender Price, provided that such Bidder has been determined to be qualified in accordance with the provisions of **Clause 3 of ITT (Qualifying Criteria**) of tender Document.

30.0 Notification of LOI and signing of Agreement

30.1. The Bidder whose Tender has been accepted will be notified for the award by BBMP prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of intent") will state the sum that BBMP will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

30.2 The "**letter of intent**" shall constitute the intimation of acceptance of the Contract.

30.3 The Agreement shall incorporate all agreements between the BBMP and the successful Bidder. The Successful Bidder shall enter in to agreement within 20 days from the date of intimation. Failing which it is presumed that, the Bidder has no interest in the tender and the work will be awarded to other eligible bidder forfeiting the EMD submitted by the defaulted Bidder.

30.4 The successful bidder shall submit 5% of approved tender amount as **performence security deposit** through such means as prescribed by prevailing rules of government of Karnataka in favour of "**The Commissioner, BBMP"** within 20 days from receipt of Letter of Acceptance.

31.0 Difference of cost

31.1 The following conditions are stipulated are also applicable to this tender: "The rate/amount quoted by
The successful Bidder is less than the rate/amount of the amount put to tender, such bidder shall remit
the Difference Amount through such means as prescribed by prevailing rules of government of
karnataka, in favour of Executive Engineer (Elec) Bommanahalli Zone, BBMP, at the time of Agreement. Thia Difference Amount will be returned after Satisfactory completion of the work without Interest.

The Successful bidder shall extend the validity of submitted security instruments at his own cost, if the
contract period is extended. Failure to comply with this condition, the tender shall be rejected and
EMD amount shall be forfeited". The Difference amount shall be released **ONLY** after termination
of the contract.

31.2 Failure of the successful Bidder to comply with the requirement of the tendering conditions shall
Constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the BBMP may make the award to the next lowest evaluated Bidder or call for new tenders.

31.3 Upon award of tender to the successful Bidder, the BBMP will promptly notify the other Bidder
that their Tenders have been unsuccessful.

32.0 The Bidders with "Qualifying requirements" are only eligible to submit the tenders. All the
certificates/documents as prescribed for qualifying requirements shall be part of the bid.

32.1 Even though the Bidder/Tenderers meet the above criteria, they are subject to be disqualified if they
have:

a) made misleading or false representations in the forms, statements and Attachments submitted in proof of the qualification requirements; and/or

b) record of 'poor performance' such as abandoning the works, not properly
completing the contract, inordinate delays in completion, litigation history, or
financial failures etc. and/or

c) participated in previous tenders for the same work and had quoted unreasonably high/low tender prices and could not furnish rational justification.

32.2 In the event of the information furnished by the bidders is found to be False at any stage of
tendering , BBMP at its discretion may take action against such bidders and forfeit the bid

security, disqualifying the offer of such bidders and Blacklist the firm. In the event of the information furnished by the bidder is found to be False during the execution stage, then BBMP at its liberty may take action to cancel the Contract, besides forfeiting the performance guarantee and blacklist the firm recovering the losses and levy liquidated damages.

33.0 If the Bidder is not a resident of Bangalore, where the present works are proposed, the Bidder should provide information on how he will be organising the requirements of the contract Including O & M during contract period.

34.0 The Successful Bidder should arrange necessary men, materials, etc within the 15 days of receipt LOA. If the bidder fails to arrange these, L1 Bidder's tender will be terminated and his EMD will be forfeited.
If L2 bidder is willing to do the maintenance of that respective package can execute and complete the work at the accepted tender rate irrespective of the cost of the work

35.0 An Amount equivalent to 2% of contract amount payable as per bill will be Recovered in the Monthly maintenance bill towards Released Street light scrap Materials in the Respective Packages.

36.0 Successful Contractor who is not registered in BBMP shall register with BBMP before entering in to Agreement for this particular Contract failing witch the tender shall be rejected.

SECTION - 2

General Conditions of Contract

A - .GENERAL

1.0 Definitions

Terms which are defined in the tender and also defined in the Conditions of tender keep their defined meanings. Bold letters are used to identify defined terms.

"**Agreement"** shall mean the contract agreement which shall be executed within 20 (Twenty) days from the date of Letter of Intent (LOI).

"**Operation & Maintenance Contract – AMC**" shall mean all the works relating to operation and maintenance of street lighting system as specified in the tender.

"Applicable law" shall mean all the laws in force and effect as on the date of Tendering process and period of contract and which may be promulgated or brought into force and effect hereinafter in India including judgement, decrees, injunctions, writs or orders any court record, a may be in force and effect during the subsistence of the Agreement and applicable to the Contractor under the scope of the works of the Contract.

"**Approved"** shall mean the written approval of the "Authority".

"Authority" shall mean the officer in charge of the operation and maintenance of street lights in BBMP.

"Bill of Quantities" means the priced and completed Bill of Quantities forming part of the Tender based on the quantities of various types of street light components described in Appendix A.

"Commissioning" shall mean the first regular operation for commercial use.

The **"Contract"** is the contract to be made between BBMP and the Contractor for the AMC of street lighting system.

i) Bidders tender including all the communications like, the letter of clarifications, minutes of meetings, etc.,
ii) All literature, materials, data and information given by the bidder along with his tender subject to approval of the BBMP (authorised officer of BBMP).
iii) Any other terms and conditions of the documents/specifications and special terms, etc.

The **"Contractor"** is a person or corporate body whose Tender to carry out the Works has been accepted by the BBMP.

The **"Contract Data"** defines the documents, drawings, and other information which comprise the Contract.

The **"Contract Period"** the contract is valid for a period of four months from the date of award of contract (work order) for operation and maintenance work of street light system. However it is extendable with same terms and conditions at the discretion of BBMP subject to satisfactory performance of the contract in accordance with Clause no. 25of GCC.

The **"Contract Extension"** Extendable period of contract is of 4 months and maximum not more than 8 months duration from the closure of the first "contract period" at the discretion of BBMP subject to satisfactory performance of the contract in accordance with Clause no. 25of GCC.

The **"Contract price"** is the lump-sum price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Day means calendar day; **Month** means calendar month.

"Drawing" means the drawing referred to in the Tender documents and Contract and any modification of such drawings approved in writing by the Engineer/Authority or such other drawings as from time to time be furnished and/or approved by the Engineer/Authority.

The **"Engineer/Authority"** is the designated officer by BBMP.

"Equipment" is the Contractor's machinery and vehicles brought temporarily to the Site to carry out the Works.

"Materials" are all supplies, including consumables, used by the contractor for incorporation in the Works.

The **"Site"** is the area defined as such in the Contract Data.

"Specification" means the Specification of the Works included in the Contract and any modifications or additions made or approved by the Engineer/Authority.

The **"Start Date"** is the date of award of work (Work Order)

"Tenderer/Bidder" means the person or persons, firm or company submitting the Tender for the works.

A **"Variation"** is an instruction given by the 'Engineer/Authority' which varies the Works.

"Ward/Area" means the lands, road and other places on, roads, in or through which the Works are to be executed or any other lands roads or place provided by the 'Authority' for the purpose of this Contract. These terms shall also include material stocking place and the area which the temporary structures are put up by the Contractor for the Works.
"Works" means all works related to operation and maintenance of street lighting system under this contract.

2.0 Construction of contract

The TENDER shall in all respects be construed and operate as a contract as defined in the Indian Contract Act 1872 and all payments there-under shall be made in Rupee unless otherwise specified.

3.0. Governing Law and Jurisdiction

The contract agreement shall be governed by laws of India and courts of the Bangalore District Head Quarters will have jurisdiction relating to all matters arising from this contract agreement.

4.0 "Engineer's/Authority's" decision

In respect of all matter, including the granting or withholding of certificates, the BBMP shall if required shall, give the decisions in writing. In all matters of difference of opinion in respect of the contract, the decision of the concerned Engineer of the BBMP shall be final and acceptable to the tenderer. The BBMP officer in charge who will be in-charge for this work will be the "Engineer" or "Authority" for the purposes of decisions/execution of this contract.

5.0 Notices: Notices for the BBMP Authority, or the Contractor may be served through E-mail/Whats app only.Which you are officially furnished before signing into the agreement. Any notice sent by E-Mail/Whats app shall be deemed to be served at that date and time.

6.0 **Start of Operations**

The Contractor shall commence the operation and maintenance of Street Lights immediately after signing the Contract and issue of work order or as finalised and agreed in writing with the 'Authority'. The date from which payment is claimed by the Contractor in accordance with the provision of conditions of Contract for operation & maintenance of streetlights.

7.0 Regulations of local authorities

7.1 The BBMP shall, throughout the continuance of the contract and in respect of all matters arising in the performance thereof, serve all notices and obtain consents, way-leaves, approvals and the permissions required in connection with the regulations and bye-laws of the local or other BBMP offices which shall be applicable to the works.

7.2 All works shall be executed in accordance with the Indian Electricity Rules as in force from time to time, wherever they are applicable unless otherwise agreed to in writing by the BBMP

8.0 Certificates not to affect rights of the BBMP or contractor

No certificates of the BBMP on account, nor any sum paid on account, nor any extension of time for the execution of the works by the Contractor under the contract shall affect or prejudice the BBMP against the Contractor relieve the Contractor of his obligations for the due performance of the contract or be interpreted as approval of the work done or the materials supplied and no certificate shall create liability on the BBMP to pay for alterations, amendments, variations, or additional work not ordered in writing by the BBMP, or payment of damages whether due ascertained or certified or not or of any claim against the payment of which he is bound to indemnify the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Contractor against the BBMP.

9.0 Tools for O&M works:

Van/Jeep with insulated aluminium ladder For each package: The Bidder shall have availability of jeep with insulated alluminium ladder and also with GPS equipment for day-to-day work of maintenance by owning the required one jeep with ladder for each Package. The

ownership/lease should be in the name of the individual/ firm. The bidder shall upload the relevant documents along with bid or original documents shall be submitted at the time of agreement for each package separately. Further, the date of manufacture of vehicle shall be on / after, ***1st April 2010***. The GPS equipment Installed in the ladder Jeep must be connected to the BBMP Office as per the directions of Engineer in Charge of the work.

Physical inspection along with Original documents of Ladder jeep registered in bidders name shall be submitted to concerned division office before signing of contract agreement.

- Adequate number of waist ropes and rain coats for the staff during execution of work shall be made available.
- Tool kit with common tools such as tester, crimping tool, screw driver, knife, spanner set, etc., shall be provided for each Electrician
- Two wheelers for the maintenance staff (for inspection /emergency services).
-

10.0 Expected man-power structure as part of AMC

10.1 The tenderer shall give wide publicity by installing Advertisement board of appropriate size decided by Engineer in-charge of work containing Name of the work, Ward details, Contact person & number at 1 Bommanahalli Zone at 10 Public places per each ward. Such as BESCOM office, BWSSB office, Health Centre, Bangalore ONE centre, near BDA office/any other Govt offices, where public have access to it.

10.2 The man-power shall be adequate for day-to-day operation and maintenance of various street lighting Systems including preparation of data bank of the street light circuits updating polewise/lightwise/wattagewise in the GIS operated app as supplied by BBMP. The number of persons who would be involved in the above work shall have adequate experience and qualifications to handle the systems/equipment so that safety and upkeep of the systems/equipments is of very high standard avoiding any inconvenience to the public and Furnishing management information reports/GIS report as specified in the tender documents.

10.3 Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. the Contractor shall, if required by the BBMP, deliver to the BBMP a return in detail, in such form and at such intervals as the BBMP may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as may be required by BBMP.

11. Compliance with labour regulations

i) During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority or as by BBMP Act.

ii) The Contractor shall keep the BBMP indemnified in case any action is taken against the BBMP by the competent authority on account of contravention of any of the provisions of any Act or rules made there-under, regulations or notifications including amendments. If the BBMP is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/ regulations including amendments, if any, on the part of the Contractor, BBMP shall have the right to deduct any money due to the Contractor including his amount of Difference of cost deposit and Security Deposit. The BBMP shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the BBMP.

iii) It will be the responsibility of the contractor to obtain separate code for deposit of PF dues, if applicable, with the concerned PF authority directly.

iv) The employees of the Contractor in no case shall be treated as the employees of the
BBMP at any point of time.

12.0 Scope of operation and maintenance work

The scope of work for the proposed Contracting Agency for Operation & Maintenance of Street lighting system includes the following:

12.1 The existing street lighting systems have multiple characteristics which are described in brief for
Easy understanding.

i) Depending upon the road & traffic, etc., the existing street lighting circuits are with

- Tubular poles (owned by BBMP)
- RCC poles (mostly owned by BESCOM) which also uses the network of BESCOM for their other consumers
- High mast lighting systems at identified junctions
- Park lights with LTUG Cable/ABC & Other accessories.

ii) The type of luminaries in a circuit could be

- 4’ x 36 W/40 W fluorescent tube light (FTL) luminaries with fluorescent lamps, aluminium/copper/electric/open type H class chokes, starters, etc. High pressure Sodium Vapour (HPSV)/High Pressure mercury vapour (HPMV)/Metal halide (MH) luminaries, control gear and lamps (125 W/250 W/400 W), LED Fitting complete with drivers, LED’s, Electrical gadgets and all accessories. or combination of the above in the circuit

iii) Cable from pole to pole or open conductor street light circuit on BESCOM network with RCC

poles

iv) Control circuits for ON/OFF (automatic through timers, manual ON/OFF)

- All associated electrical accessories for the above street light components
- Any other not specifically covered by above category but notified later
- Any other not specifically covered by above category such as existing lighting system in parks, play grounds and burial grounds and also up gradation / modifications including All new fittings which will be added during the contract period. ..
- The scope of work for the proposed Contracting Agency for Operation & Maintenance of Street lighting system within respective package is not limited to above said category and as the work is awarded in total to operate & maintain the entire street lighting system, contractor shall carry out all possible work by replacement / installation of such components using labour ,equipment ,tools, Ladder Vehicle, etc as required, to ensure efficient operation of street lighting system observing energy conservation methods.
- The general scope of Operation and Maintenance consist of two components namely
  - services (operation and routine maintenance)
  - supply and replacement of failed/damaged components and retrofit/ New fitting of Street lights control line, control switches & other components of street lighting system.

The list of street light systems covered under the present tender for each Ward is furnished in **Appendix A**.

The number of lamps indicated is inclusive of lamps of high mast lighting systems.

12.2 The 'Services' of street lighting system of proposed Operation & maintenance contract (AMC) is further divided into the following groups for easy understanding:

(i) Development of 'GIS bank' for each street lighting circuit as per BBMP approved GIS road map consisting of:
- Road identification given by BBMP,
- Pole details (type, height,)
- Details of luminaries (, type, , wattage)
- Timer (Type, working condition)
- Energy meter (, type and rating)
- Details of all housing cubicles for timer/meter/switch.

(ii) Arranging daily switching ON/OFF of street light circuits irrespective of manual or automatic switching systems. In case of auto ON/OFF switch, the circuits have to be monitored for its intended function on daily basis. On and Off time specified by BBMP from time to time, failure to adhere these instructions and the action will be taken to impose penalty as per the terms and conditions specified in the tender.

(iii) Development of daily/weekly/monthly/quarterly maintenance schedules of the street lighting system to include the following:

- Condition monitoring and replacement/repair of various fittings/lamps/chokes/drivers and surge protector for LED fittings/wires/switches/meters to ensure healthy working.
- Reporting system for replacement of non-working/burnt out/fused out lamps/chokes and other accessories for various items of the street lighting system.
- Complaint management/reporting system in consultation with BBMP
- Circuit-wise energy performance, benchmarking/reporting system in consultation with BBMP.
- Emergency 'service' for each of the package with vehicle stationed along with staff on need basis as ordered by engineer in charge.

12.3 Items for maintenance/replacement programme when they fail/get damaged and/or malfunction during the course of contract period may include:

i) Parts of luminaries

- Lamps of various types
- Chokes
- Igniters
- Lamp circuit wiring
- Jumpers
- Lamp holders
- Starters
- Lamp covers
- Capacitors
- LED Chip
- LED Drivers
- Surge Protector
- Side holders
- Components of timer, metering/control circuits
- Any other part but essentially required though specifically not named above

ii) Parts of control/switching/metering/monitoring system

- Manually operated switches

OR

- Timer based ON/OFF switches

OR

- Automatic ON/OFF switches
- Switch fuse unit
- MCB/Contactors/MCCB/ELCB
- Control box, key
- Cables
- Capacitor banks
- Energy metering system
- Installation of new switching, monitoring and control cubicles for street light circuits which may be procured by BBMP by a separate tender. Installation of these new systems shall be included in this tender as and when decided by BBMP

- Fixing of any component of street light systems as required by BBMP which may not be necessarily procured under this contract
- Any other part which is not specifically listed but is part of the system
- All new street light systems which will be installed during the contract period

iii) Cables – power/control/ cables and jumpers of adequate size

12.4 Materials for replacement of failed/damaged/Retrofit components

- Supply and replacement of lamps, and various components of control gear such as open type copper ballasts (chokes), igniters, etc.
- Supply and replacement of damaged brackets, lamp holders, housing, etc.
- Supply and replacement of minor spare parts (due to normal wear and tear) and consumables such as fuses, cabling, insulation tapes
- All these materials shall be of specified in latest Common SR 2023-24
- Supply and replacement of components of switching units like MCB, contactors, switches, cables etc., complete including timers, if any
- Supply and replacement of components of timer based controllers for automatic switching of street light circuits
- Painting of poles (Should be carried out within 4 months from the date of work order) including cost of paints and labour and GIS mapping
- Installation of timer based switching, monitoring and control cubicle for street light circuits as decided by BBMP.
- Supply and installation of energy saving equipment as decided by BBMP.

12.5 Restoration of civil works

In case of digging of trench if any for any maintenance work, the refilling the trench to the original ground level and consolidation shall be included in the scope of works of the contractor.

In case of road cutting, digging of pavements, roads, etc., the same shall be restored by filling up with plain cement concrete mix of 1:2:4 using 20 mm and down size graded granite metal, machine mixed concrete laid in layers not exceeding 15 cm thick, compacted in foundation and plinth.

13.0Detailed services

13.1 Services of operation and Maintenance for a period of 4 months

a) Preparation of database: The Contractor should prepare Road/circuit/ward-wise database and master registers comprising of pole number, no of empty RCC/M.S Tubular poles, type of luminaries, Area and crosses along with automatic control timers/Non automatic timers with Energy meter/without Energy meters indicated therein in accordance with BBMP approved GIS

base street road map (Road ID) etc., within a period of 4 months from the date of award of work.

A Copy of the Master Register/GIS Mapping information should be submitted to the concerned

BBMP office.

b) Switching ON/OFF of the street light circuits: Bidder shall be responsible for switching ON/OFF of all the street lighting system depending upon the availability of controller in the circuit as per the prescribed timings by the BBMP/ seasonal sunrise and sunset. As specified in Appendix C one electrician shall be deployed for switching ON/OFF every 25 (twenty five) switches irrespective of manual/auto switching systems. The electrician shall visit all the switching points for daily switching ON/OFF of street light circuits.

c) Bidder should maintain complaint register and also computer based entries kept in the office in the prescribed pro-forma (given below) furnished by the "Engineer" for the purpose of recording and attending complaints received from the public either in writing or through telephone.

d) The Contractor submit the replacement reports on daily basis. Both the consolidated reports of replacement and other actions completed during the half-monthly period (as per approved formats proposed to be issued) should be submitted to BBMP on two half-monthly basis along with the submission of monthly bill.

e) Bidder should maintain service/repair history in consultation with engineer in charge to comply with complaints received in application like BBMP SAHAYA 2.0, Public, control Room , elected Representatives, higher officers, twitter etc, by employing suitable men and machinery, equipment.

f) The Contractor shall remove accidental / damaged deteriorated poles without extra cost and the same shall be handed over to the concerned BBMP Authorities.

g) Special attention during windy season/rainy season should be given to rectify defective lights or loose contacts in wiring, luminaries, etc.

h) The Contractor should be able to make a survey of areas at1 Bommanahalli Zone once during burning hours of the lighting system and take corrective measures immediately, if repair work could not be carried out due to any reason, record the list of non-burning lights for attending the same in the next day morning and also report it to the concerned authority. The contractor shall observe energy saving measures and take all suitable measure to avoid switching on street light circuit during day light.

i) The contractor shall ensure that, street light control points are operated in accordance with relevant standards & regulations. Conductors formed in to shape of hooks, shall not be used as switches. The contractor alone is responsible for any electrical accidents / incidents attributed to usage of hooks instead of switches as street light control points and shall be subjected to any legal action with respect to it.

j) The contractor shall ensure that, wiring of street light control point, lamps, cables, junction box etc., shall be properly insulated, covered and secured. The contractor shall follow stringent electrical safe practices as per relevant standards. Bare conductors endangering public safety shall be avoided and rectified at shortest notice. The contractor is held responsible for any accident/ incident attributed to existence of bare conductors in street lighting system of that respective package area.

k) The contractor shall ensure that no street light installation shall be operated un metered. Instances of burning/ damage of BESCOM energy meter

and CT's shall be brought to the notice of BESCOM and BBMP authorities immediately and new energy meter/ CT's requisitioned from the authorities shall be refixed without causing public inconvenience. The contractor shall not bifurcate existing control system without obtaining proper permission BESCOM and BBMP authorities, failing which contractor shall be solely held responsible for any back billing and criminal proceeding initiated by BESCOM authorities.

l) The Contractor must be in continuous contact with control centre of BBMP through telephone and **send daily report**. Street light complaint received from different sources shall be immediately intimated to control centre and complaint number issued by BBMP shall be recorded in his complaint register with intimation to Engineer-in-charge. Subsequently compliance on having attended the complaint shall be submitted to control centre within stipulated period with intimation to Engineer-in-charge.

m) The streetlights which are out of order should be repaired within 48 hrs by repairing/ replacing of parts/sets which have gone out of order. In case of any electric shock/emergency/theft of power/theft of any materials etc the contractor should attend immediately and inform the concerned officer. The contractor should lodge police complaint for the same as directed by engineer in charge.

n) The tenderer should inspect the area and inform the BESCOM authority to fix the Energy Meters where ever necessary and same matter should be brought to the notice of BBMP office in writing**.**

o) The Contractor should remove the accident/damaged MS Tubular street light poles and hand over it to BBMP office.

13.2 Energy saving system: The contractor shall erect / install and operate energy saving equipments supplied by BBMP/Authorised Agency departmentally/ at no extra cost with in respective package area. The Contractor shall also responsible for maintenance of energy saving equipment supplied/ installed by BBMP/ Authorised Agency after completion of Guarantee Period of one Year of that particular equipment and shall ensure proper maintenance of the same till the completion of contract.

13.3 Analysis Reporting and management information systems (MIS)

Typical formats for the schedules to be maintained/furnished to BBMP by the successful contractor during O&M period as per described in the tender document are attached to this Tender documents as per Section 3- 7.1 to 7.3.

7.1: Database of Street Light System
7.2: Public Complaint Form
7.3: Guidelines for GIS/ numbering of street Lighting Poles

13.4 During operation and maintenance period Bidder shall be responsible for missing of existing street light luminaries, control and metering boxes and automatic switches, and other components etc., in his area of operation and will replace such items at no extra cost. If required, Bidder can have an insurance policy for such thefts at his cost.

13.5 No extra cost will be paid in case of short circuit due to external conditions like over voltage resulting in mass fusing out of lamps, tube, LED drivers, surge protectors and connected accessories. If required, Bidder can have an insurance policy for such situations at his cost,

13.6 The Contractor shall accompany BBMP authority at appropriate time as specified by Engineer in charge to ascertain the condition of street lighting system of respective package. The observation of Engineer in charge or BBMP

authority shall be final and binding on the contractor for any further course of action.

13.7 Bidder should carry out the Maintenance work in close coordination with electricity board authorities and concerned Engineer of BBMP.

13.8 Bidder is not permitted to display any board advertising his agency/product or any other advertisement boards on the street light poles.

13.9 Bidder should strictly follow the rules laid down by Electrical Inspectorate, Labour Commissioner. BBMP will not be responsible for any dispute arising thereon.

14.0 In case of emergencies of fire/electric shocks, accidents etc., the following action has to be taken immediately

- Arrange for immediate disconnection/isolation of power supply either through instructions over phone to the location or through BESCOM/or visiting the spot depending on situation.
- Report to concerned BBMP Engineer at the earliest
- Spot inspection immediately and not later than 2 hours
- Rectification of the fault immediately and not later than 24 hours

15.0 Mishaps and accidents during contract period

15.1 The contractor alone shall be responsible for any unforeseen incidents, mishaps, accident to the employee's appointed/engaged and general public during the period of contract and they shall be covered by adequate compensation through insurance cover. BBMP is not responsible for any Electrical accident/mishap. A copy of the 'insurance cover note' covering risk of accident, etc., for the proposed employees shall be given by the contractor as part of his first payment claim. The bidder shall arrange/secure and maintain insurance of personnel employed as may be necessary and for all such amounts to protect his interest and the interests of the BBMP against all risks as detailed herein. The form and limit of such insurance, as defined herein together with the under writer thereof in each case shall be such that these are acceptable to the BBMP. However in respect of such acceptance, responsibility to maintain insurance at all times till the completion of the contract shall be that of the bidder alone. The bidder's failure in this regard shall not relieve him of any of his contractual responsibility and obligations.

15.2 The complete street lighting system within respective package area is handed over to contractor to carry out operation and maintenance of the same observing stringent safety practice in accordance with Indian electricity act and other applicable rules and standards, as such, contractor is solely responsible for any electrical accident occurs in connection with the operation & maintenance of street lighting systems and the accident results in or is likely to have resulted in loss of human or animal life or in any injury to a human being or an animal and loss of property. BBMP or its officials shall not be held responsible for electrical accident attributed to street lighting system in that respective package area. The bidder shall arrange/secure and maintain insurance as may be necessary and for all such amounts to protect his interest and the interests of the BBMP against all risks as detailed herein. The form and limit of such insurance, as defined herein together with the under writer thereof in each case shall be such that these are acceptable to the BBMP. However in respect of such acceptance, responsibility to maintain insurance at all times till the completion of the contract shall be that of the bidder alone. The bidder's failure in this regard shall not relieve him of any of his contractual responsibility and obligations.

15.3 Information of any electrical accident occurred in connection with the operation & maintenance of street lighting systems shall be sent to the authorised official, not

below the rank of a Junior Engineer or equivalent of BBMP by a telephone message immediately followed by a written report within 24 hours of the knowledge of the occurrence of fatal/nonfatal and all other accident/incident.

16.0 Practising of Safety Aspects & Rules and cleaning of place of work

i) Bidder should adhere to all safety aspects and rules and also Electricity board/inspectorate regulations while carrying operation and maintenance work of streetlights.

ii) The standard uniform prescribed by BBMP along with ID card, rubber shoes, hand gloves, safety belts and helmets as applicable shall be worn by employees of the Contractor during the O&M work. Safety permits shall be obtained for excavation, trenching, each removal, cutting and welding, confined space work etc, wherever applicable.

iii) Safety precautions and personal protective equipments for painting works shall be used with respect to respiratory protection and fire Protection.

iv) Valid certificate of testing and inspection by competent person for the lifting machines and tackles in use shall be available with the Contractor on the work.

v) Adequate fire safety precautions and electrical safety precautions shall be ensured throughout the contract period.

vi) The Contractor shall at all times keep the site free from the accumulation of waste material and debris and upon completion of work shall clear away and dispose off all the surplus materials rubbish and temporary works of whatsoever nature and kind as directed by the Engineer and shall leave the works and the site clean and tidy. The contractor shall be responsible for taking all the safety precautions during construction and for keeping the site safe at all times. At the end of each working day and at all times, when the work is temporarily suspended he shall protect all material, equipment and facilities from damage.

vii) All types of liabilities and responsibilities towards any damage, accident or death of the contractor’s employee or any outsider the whole responsibility rest on Contractor and BBMP has no role to play.

viii) The contractor has to check earthing value at all the poles, Panel board and high masts etc., at every six months time interval.

ix) Due to negligence of contractor if any serious complain arise and any supervisor has to stay on the site to resolve this complain than penalty will be levied as decided by BBMP.

17.0 Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor demise during contract period BBMP shall have the option of terminating the contract without compensation to the contractor. However, in the case of the death of a contractor after executing the agreement/commencement of the work, his legal heir or if an eligible registered contractor and willing, can execute and complete the work at the accepted tender rate irrespective of the cost of the work.

18.0 Disputes during contract period

18.1 Tenders with a stipulation for a settlement of dispute by reference to arbitration will not be entertained and will be summarily rejected.

18.2 Any dispute, difference or controversy of whatever nature between BBMP and Contractor, howsoever

arising under out of or in relation to the contract agreement shall in first instance be attempted to be
resolved amicably between the parties.

18.3 Any dispute between the staff employed by the contractor and the contractor shall be amicably settled-as per the prevailing labour law. The BBMP is not responsible to intervene /solve the dispute. However, if for the reason of the said dispute results in stand-off/slow down of work etc, the BBMP reserves the right to terminate the contract and forfeit the security deposit.

18.4 Any dispute, difference or controversy of whatever nature between BBMP and Contractor, howsoever arising under out of or in relation to the contract agreement shall subjected to jurisdiction of courts with in bangalore city.

19. Breach of contract

Any breach of contract during the period of contract will result in termination of the contract and forfeiture of the security deposit. In case if it is found that the facilities/works are used for unlawful purposes and for the purpose other than the one mentioned else in the tender document, the contract would be terminated, the security deposit will be forfeited and the "Contractor" will be blacklisted from the participation in any Govt. / Quasi-Govt / municipality's all types of works.

20. Termination

20.1 BBMP may terminate the Contract if the Contractor causes a fundamental breach of the Contract.
along with block listing the firm.

20.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor has not started the work of Operation and Maintenance of street lighting system or any part thereof within 7 days from the date specified in the letter of award (Work Order).
(b) The Contractor has failed to adhere to the Operation and Maintenance requirements as per the terms and conditions of the Agreement, like repair of street light,timely switching ON/OFF of streetlights, etc., with in specified time.
(c) The Contractor stops work for 15 days when no stoppage of work is shown on the current Program and the stoppage has not been authorised by BBMP;
(d) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
(e) The BBMP gives Notice that failure to correct a particular Defect is a Fundamental breach of Contract and the Contractor fails to correct it Within a reasonable period of time as determined/decided by the BBMP;
(f) The contractor fails to maintain public complaint readdressel system as Defined in tender document their by causing inconvenience to public.

20.3 If BBMP desires to implement technology up gradation for providing Energy Saving system, Energy efficient street light system in any ward/ package in full or part nullifying the existence of this contract, then this contract may be short closed in part or full with intimation to the contractor. The Contractor will not be eligible for any type of compensations or monetary benefits arising due to termination in full or in Part of the Contract under this clause. The contract amount will be deducted on prorate Basis.

20.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and

Secure and leave the Site as soon as reasonably possible but not later than 5 days.

20.5 Reduction of Existing fittings shown in Tender documents of maintenance work due to proposed implementation of Energy saving proposal by BBMP, corresponding amount equivalent to reduced quantity of fittings as per the approved rates will be reduced on prorate basis from the contract.

21.0. Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the BBMP shall prepare bill for the value of the work done less advance payments, if any, received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the BBMP exceeds any payment due to the Contractor the difference shall be a debt payable to the BBMP.

22. Force majeure

Any of the following events which will cause material adverse effect on the Operation & maintenance contract of the street light system shall constitute Force majeure event.

a) Earthquake, flood, inundation, landslide

b) Fire caused by reasons not attributable to the Contractor or any of his employees

c) Acts of terrorism, riots, military action

Except as explicitly provided in the Agreement, neither party hereto shall be liable in any manner whatsoever to the other party in respect of any loss/damage arising out of Force majeure event. However, the Contractor shall be entitled to receive appropriate proceeds of any insurance obtained by the Contractor.

23. Corrupt or Fraudulent practices

The BBMP requires that the Bidders/contractors observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy of GOK, the BBMP.

a) Shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

b) Shall declare a firm ineligible , either indefinitely or for a stated period of time, to be awarded a BBMP contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a BBMP contract.

24. Protection of Environment

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation including safe disposal of released material. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-

law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

B - TIME CONTROL

25.0 Contract period The Contractor shall commence the operation and maintenance of street light systems after signing the Contract and issue of work order. The duration of the contract is 04 months from date of award of contract (Work Order) which shall be termed as the contract period. The prices shall be quoted for a period of 04 months period and the same shall be extended only after ascertaining satisfactory performance of the contract. If the performance of the contract is satisfactory, BBMP may extend the contract period by 4 months and maximum not more than 8 months duration if required on the same terms and conditions and approved rates of original Tender. However, under any circumstances, the total duration of contract shall not be more than 3 years continuously from the initial contract date. BBMP is the sole authority at its discretion for the extension or otherwise, on completion of each contract period after assessing existing performance of the O&M contract.

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C - QUALITY CONTROL

26.0 Quality of materials and services

The Bidder should use the light luminaries and accessories conforming to ISI standards and as per technical specifications of this tender document and the make/brand shall be of 'Class A' category specified in KPWD SR and shall conform to relevant IS. The services shall be of the best and most substantial so as to ensure satisfactory operation of the system.

D - COST CONTROL

27.0Quantities of works: The present quantities indicated as 'Schedule-B' of bid are based on the number / type of lamps and other accessories estimated on initial assessment done for each Zone. The bidder has to submit the tender as per quantities indicated in 'Schedule-B' only. However, the bidder has to make his pre-bid survey for complete re-verification of number and various types of lamps and other accessories in the street light systems before submitting the tender. Further, after award of contract, the contractor is required to prepare ward wise database (Master register) of the type and number of luminaries/lamps/control switches and other accessories as per approved format in accordence with street identification map of BBMP. The Master register shall be prepared and signed by both concerned JE/AE and the contractor .The same shall be countersigned by concerned AEE of the sub division and approved by Executive Engineer (Ele.) of the concerned division, which would become basis for release of monthly payment. This process has to be completed within a period of 3 months from the date of award of contract.

28.0Price variation: The item rates quoted by the Bidder shall be 'firm' for the duration of the Contract and shall not be subject to adjustment on any account. There may be additions / substraction to the street lights due to variations in quantity as per clause 27 of GCC (Quantities of work) or new systems added during up-gradation/replacement of luminaries, etc. It is proposed to include / Exclude variation in quantity in the present operation & maintenance contract as and when variation of quantity brought out in master register or Defect liability period of new system is completed and the variations in quantities is approved by competent authority of BBMP. Necessery substraction / addition from existing quantity shall be effected as per agreed terms & conditions without escalation in quoted rate.

29.0Terms of payment

The terms of payment are as follows:

i) 1% of the monthly bill of maintenance contract shall be deducted in the Monthly maintenance bill towards non submission and verification of street light data bank ie GIS, which shall be completed within a period of 4 months from the date of Start of work.
ii) 2% Amount will be deducted in the Monthly maintenance bill towards Released Street light scrap Materials in the Respective Packages.
iii) The work bill included all the applicable taxes including GST.

30.0 Total 5 % of Performence security and the difference Amount shall be repaid without any interest after successful completion / termination and due verification of the contract.

31.0 Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law.

32.0. Taxes and duties: The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The taxes and duties as per applicable law will be deducted at source by BBMP.

33.0 Penalty during maintenance period

33.1 Penalty for delay in attending to faults:

a) Contractor Shall repair/replace the fused out lights within 48 hours from the time of complaint is recorded. In case of failure penalty shall be imposed as below:
   - Rs.100/- per lighting point per day if it is not attended within 48 hours.
   - Beyond 48 hours Rs. 200/-per lighting point per day till actual replacement date.
   - These amounts shall be deducted from monthly bills or as directed by BBMP.

b) If lights are found 'ON' during any part of day time, within 0.5 km is not found any ladder vehicle as per circular issued by BBMP from time to time (6 AM morning to 6.30 PM evening / seasonal sunrise and sunset) for any notified circuit, a penalty of Rs 1,000/- per switch would be levied irrespective of the type of switching systems either manual or automatic for the 1st time, Rs. 2,000/- for 2nd time and Rs.5,000/- for 3rd time. If in case these circuits are 'switched ON' for maintenance it has to be informed to BBMP in advance and the same shall be avoided as far as possible.

c) The contractor shall ensure that, street light control points provided with switches are

Maintained & operated in accordance with relevant standards & regulations. Conductors formed in to shape of hooks bypassing switches, shall not be used as switches. Failure to attend the fault by installing suitable spares of switch and leaving bare conductor hazardously shall be penalised with a penalty of Rs. 1000/- per switch besides attracting legal action for criminal negligence (clause 15.1 &15.2).

d) Shortfall in deployment of man-power/equipment: A penalty of Rs 2000/day for shortfall in deployment of ladder jeep shall be levied and penalties shall be deducted by BBMP from monthly bills of contractor.

e) BBMP reserves the right to inspect the streetlights and control boxes pertaining to any packages at any time and penalise the concerned contractor.

E - FINISHING OF CONTRACT

34.0 Handing over of the street lighting system

34.1 On completion of contract period of O&M work of the street lighting system after a period of 04 Months from the date of start of work or after such extended contract period, the contractor shall handed over to BBMP or the agency designated by BBMP complete street lighting system of the Package area in a satisfactorily working condition with at lRR Nagar 97% of burning lamps in each circuit.

34.2 Damaged Poles/Brackets/Fittings, Etc., shall be removed at your own cost and the same shall be handed over to concerned JE/AE of that Jurisdiction.

34.3 Cost of repairs

Loss or damage to the systems covered in the AMC between the Start Date and the end of the Contract period shall be remedied by the Contractor at the Contractor's Risk and cost.

34.4 Request for issue of work done certificate in part or full by the contractors will not be entertained till satisfactory completion of contract period and the same being certified by competent authority to that effect.

SECTION 3

1.Form of Tender

Description of the Work
……
……
…

Tender
To : _____
Address : _____
_____ [14]
GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ [in figures] (_____) [in letters].[15]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:
_____

Name of Tenderer _____

Address: ----------

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2. <u>Letter of confirmation of pre-tender visit</u>

<u>(On letterhead of the Tendering company</u> ,shall be scanned and uploaded<u>)</u>

Date:

To

Executive Engineer (Elect)
…… Z
Bruhat Bangalore Mahanagar Palike

Sub: Operation and Maintenance of Street Lighting System in ……

Ref: Your Tender Notification No: …… Dated: ……

* * * *

Sir,

I/We confirm that, we have visited the zone-wise street lighting systems for which this tender has been issued for acquaintance of type, size and variety of street light fittings which in turn has helped in assessing the work.

We confirm that the tender is on the basis of such pre-bid visit and also complete as per specific requirements of the tender document.

Yours faithfully,

3.Qualification Information

Qualification Information

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]
Place of Registration _____
(Attach Copy)
Principal place of business: _____

1.2 Total value of works executed and payments received in the last five years (in Rs. Lacs)

2018 – 19 _____
2019 - 20 _____
2020- 21_____
2021- 22_____
2022- 23_____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Descrip-tion of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works[18] remaining to be completed (Rs. lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

-

4. Letter of Acceptance

(letterhead paper of the Employer)

_____[date]

To:

_____ [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the _____

[name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees_____ (_____) [amount in words and figures], as corrected and modified in accordance with the Tender Clauses is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Para 30.4 and 31.1 of ITT for an amount of Rs.————— as performance Security and Tender difference Cost (If any) of Rs..... within 20 days of the receipt of this letter of acceptance i.e. up to ..... and sign the contract, failing which action as stated in Para 31.2 of ITT will be taken.

Yours faithfully,
Authorized Signature
Name and Title of Signatory
Name of Agency

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5. Issue of Notice to proceed with the work

(letterhead of the Employer)

———— (date)

To

————————————————— (name and address of the Contractor)

————————————————

————————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 30.4 and 31.1 and signing of the contract agreement for the construction of ———————— [19]a Tender Price of Rs.————————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,
(Signature, name and title of signatory authorized to sign on behalf of Employer)

6. Agreement Form

Agreement

This agreement, made the _____day of _____20_____, between_____
_____[name and address of Employer] (hereinafter called "the Employer") of the one part and _____
_____
_____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____
_____
_____
__[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

i) Letter of Acceptance;
ii) Notice to proceed with the works;
iii) Contractor's Tender;
iv) Contract Data;
v) Conditions of contract (including Special Conditions of Contract);
vi) Specifications;
vii) Drawings;
viii) Bill of Quantities; and
ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

_____

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

7.Reporting Formats for O&M of street lighting system

(which shall be maintained by the successful contractor during the maintenance period for monitoring of O&M)

7.1: Database for Street Light system

7.2: format for Public Complaint Form

7.3: Guidelines for numbering street Lighting Poles

7.1 Typical format for Database of street light details (To be furnished to BBMP and to be maintained by the contractor).

Database format -1 : Details of lighting circuits in each ward

Ward No .....

Street Identification as per BBMP GIS Map	Pole No	Type. Of Poles	Type of lamp	Lamp wattage	Whether Manual/ automatic switching controller Working/ Not Working	BESCOM Meter
	Total for					

	Each ward					

Database format 2 : Abstract of details of street light circuits for each zone.

Ward No	No of BESCOM Meter	No of Poles	No of lamps of each type						No of Manual switching systems installed	No of automatic switching systems installed
			250 w HPSV	150 W HPSV	400 W HPSV	250 W MH	400 MH	125 W MV		

Note : Include any details of any other of lamps not listed above.

Database format 3 : Details of High Mast lighting systems for each ward

Street Identification as per BBMP	Number and location of highmast	Type, Hight and No of lamps	Wattage of lamps	BESCOM Meter No

GIS Map	systems			
	Total for Each Ward			

7.2 Typical format for Public Complaint Form

(To be maintained by Contractor)

(On the letterhead of the Contractor)

Date	Ward/ Area	Pole No	Light Source	Nature of Problem	Action Taken/ initiated	Action finished on (date)	Signature of the employee

Summary

Total number of complaints received: ……

Total number of complaints attended:……..

Total number of replaced items:

Lamps:
Chokes:
Ignitors:
Starters:
LED Drives :
Others:

Signature of the Authorised person

……
Name of the Authorised Person

Date……

7.3 Guidelines for numbering street Lighting Poles

All the street lighting poles in the area of award should be numbered as per the details shown below:

Each street light poles should contain details like Ward No, BBMP GIS Map based Street Light ID No pole number, type of the lamp luminaires and lamp wattage.

The format should like 153/W00000/00/SV/MH/LED
153 Indicates ward Number
W00000 indicates GIS Street ID number
00 indicates 'Pole' Number
SV/MH/LED indicates type of Street Light
The pole numbering shall be carried out in Black letters on White Background using approved enamel.

Ward _____

Street ID _____

Pole No _____

Type of lamp
_____

Appendix A

Details of street light systems of all the Packages to be covered under the present operation Maintenance contract.

Sl. No	Ward No	Name of the Ward	PKG Name	Type of fittings									
				TL	HPMV 125 W	HPSV 250 W	HPSV 400 W	LED 24 to 45 W	LED 50 to 72 W	LED 90W	LED 150/180 W	LED 200/300W	Remarks
1	223 & 225	Mangammapalya & Kudlu	B12	10	15	4883	44	15	152	235	68	-	

Appendix B

SN	Package No	Ward No	Estimated Cost Rs in lakhs.	EMD in Rs	Qualification criteria- Clause 3(d)- Number of fitting maintained	Qualification criteria- Clause 3(d)- Number of fitting newly installed
1	**B12**	**223&225**	**36.00**	**72,000.00**	**-**	**-**